

SECTION II

# ADDENDUM PACKAGE

SOLICITATION: SP0600-99-R-0001

PURCHASE PROGRAMS: 4.0 / 4.2

THE ENCLOSED SOLICITATION COVERS THE PERIOD: DATE OF AWARD  
THROUGH: 31 MARCH 2002

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**SECTION B**

**NOTE TO OFFERORS:** For CONUS locations, intermodal container (IC) movements are acceptable on a FOB DESTINATION basis provided that 1) the contractor provides the necessary pumps and hoses to effect delivery in a manner identical to tank truck deliveries and 2) the intermodal containers (on flat beds) are not disconnected from the tractor portion and left for later pick up at the receiving activities. For OCONUS locations, see information regarding intermodal container movements on page **A-6**.

**INSPECTION AND ACCEPTANCE:**

**FOB ORIGIN DELIVERIES** WILL BE INSPECTED AND ACCEPTED AT ORIGIN.

**FOB DESTINATION DELIVERIES** WILL BE INSPECTED AT ORIGIN AND ACCEPTED AT DESTINATION.

**ORDERING AND DELIVERY PERIODS:**

FOR CONTRACTS AWARDED WITH A ONE YEAR DELIVERY PERIOD DURATION, THE ORDERING PERIOD WILL BE DATE OF AWARD THROUGH 31 MARCH 2000 AND THE DELIVERY PERIOD WOULD BE 01 APRIL 1999 THROUGH 30 APRIL 2000. FOR CONTRACTS AWARDED WITH A TWO YEAR DELIVERY PERIOD DURATION, THE ORDERING PERIOD WILL BE DATE OF AWARD THROUGH 31 MARCH 2001 AND THE DELIVERY PERIOD WOULD BE 01 APRIL 1999 THROUGH 30 APRIL 2001. FOR CONTRACTS AWARDED WITH A THREE YEAR DELIVERY PERIOD DURATION, THE ORDERING PERIOD WILL BE DATE OF AWARD THROUGH 31 MARCH 2002 AND THE DELIVERY PERIOD WOULD BE 01 APRIL 1999 THROUGH 30 APRIL 2002.

**FOR EACH ITEM, THE PROGRAM YEAR REQUIREMENT EQUALS THE REQUIREMENT INDICATED FOR THE ITEM'S ONE YEAR REQUIREMENT.**

**B17 SUPPLIES TO BE FURNISHED (LUBES) (DFSC MAR 1985)**

(a) The supplies to be furnished hereunder, the minimum individual delivery, the method of delivery, the estimated quantities, and the prices therefore are as follows:

**PURCHASE PROGRAM 4.0:**

PRODUCT/  
DODAAC ACTIVITY

**PR NO. SCO600-98-0263**  
**NSN: 9150-00-181-8232 (BULK)**  
**LUBRICATING OIL, ENGINE**  
**LO6 - GRADE 9250**  
**MIL-L-9000H (SH) DATED 16 SEP 1987**  
**A QUALIFIED PRODUCT**

<u>ITEM</u>	<u>DODAAC ACTIVITY</u>	<u>DELIVERY PERIOD DURATION</u>	<u>TOTAL ESTIMATED QTY/USG</u>	<u>FOB DEST. PRICE/USG</u>
<b>2201</b>	N49399	1 Year	15,000	*(D)\$ _____
	Naval Sub Base Groton	2 Years	30,000	*(D)\$ _____
	New London, CT 06349	3 Years	45,000	*(D)\$ _____
	Conveyance must be furnished with pump and 50 ft. hose for discharge into Government furnished storage			
	MODE(S): <u>TT/IC</u> 100%			
	Min Del: 5,000 Gallons	Mode of Delivery: _____		
	Max Del: 10,000 Gallons			
	* <u>FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK OR INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE.			

## B17 (Cont'd)

<u>ITEM</u>	<u>DODAAC ACTIVITY</u>	<u>DELIVERY PERIOD DURATION</u>	<u>TOTAL ESTIMATED QTY/USG</u>	<u>FOB DEST. PRICE/USG</u>
2202	N69238 DFSP Sewells Point, VA DFSP Norfolk Naval Base Fuel Terminal FISC 1968 Gilbert St., Bldg. W62 Norfolk, VA 23511-3392 POC: Henry Hardison – COM: (757) 444-3450/DSN: 564-3450 Conveyance must be furnished with pump for discharge into Government furnished storage tank. MODE(S): <u>TT/IC</u> 100% Min Del: 5,000 Gallons Max Del: 18,000 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK OR INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE. <b>NOTE: PRE-DISCHARGE TESTING WILL BE PERFORMED.</b>	1 Year 2 Years 3 Years	81,000 162,000 243,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
			Mode of Delivery: _____	
2203	N68836 DFSP Jacksonville, FL Naval Supply Ctr. Naval Air Station, Bldg. 262 (Mayport) Jacksonville, FL 32212-0097 Conveyance must be furnished with pump and 75 ft. hose for discharge into Government furnished storage. MODE(S): <u>TT/IC</u> 100% Min Del: 5,000 Gallons Max Del: 12,000 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK OR INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE.	1 Year 2 Years 3 Years	42,000 84,000 126,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
			Mode of Delivery: _____	
2204	N00244 DFSP Pt. Loma, Naval Supply Ctr. 850 Pacific Hwy., Bldg. 106, Post 27 San Diego, CA 92132-5089 Conveyance must be equipped with pump and 40 ft. hose for discharge into Government furnished storage. MODE(S): <u>TT/IC</u> 100% Min Del: 5,000 Gallons Max Del: 10,000 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK OR INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE.	1 Year 2 Years 3 Years	125,000 250,000 375,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
			Mode of Delivery: _____	
2205	N00406 DFSP Puget Sound, Manchester, WA 98314 Conveyance must be furnished with pump and a three inch camlock fitting. MODE(S): <u>TT/IC</u> 100% Min Del: 5,000 Gallons Max Del: 10,000 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK OR INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE.	1 Year 2 Years 3 Years	60,000 120,000 180,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
			Mode of Delivery: _____	



## B17 (Cont'd)

<u>ITEM</u>	<u>DODAAC ACTIVITY</u>	<u>DELIVERY PERIOD DURATION</u>	<u>TOTAL ESTIMATED QTY/USG</u>	<u>FOB DEST. PRICE/USG</u>
2206	N00604 DFSP Pearl Harbor Bldg. 475 Pearl Harbor, HI MODE(S): <u>TT/IC/FB</u> 100% Min Del: 5,000 Gallons Max Del: 10,000 Gallons * <u>FOB ORIGIN(O)</u> VIA INTERMODAL CONTAINER ONLY. <u>FOB DESTINATION(D)</u> VIA TRANSPORT TRUCK, INTERMODAL CONTAINER, OR FLEXI-BAG FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE TANK.	1 Year 2 Years 3 Years	60,000 120,000 180,000	*(O)\$_____/ (D)\$_____ *(O)\$_____/ (D)\$_____ *(O)\$_____/ (D)\$_____
			Mode of Delivery: _____	
2207	N69182 DFSP Akasaki FISC Yokosuka Det Sasebo, Japan PSC 476, Box 7 FPO AP 96322 MODE(S): <u>IC</u> 100% Min Del: 5,000 Gallons Max Del: 10,000 Gallons * <u>FOB ORIGIN(O) ONLY</u> VIA INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE TANK.	1 Year 2 Years 3 Years	5,000 10,000 15,000	*(O)\$_____ *(O)\$_____ *(O)\$_____
2208	N69180 DFSP Hakozaki, Japan Defense Fuel Supply Point Hakozaki FISC Fuel DET Tsurumi, Japan PSC 471 FPO AP 96347-2000 MODE(S): <u>IC</u> 100% Min Del: 5,000 Gallons Max Del: 10,000 Gallons * <u>FOB ORIGIN(O) ONLY</u> VIA INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE TANK.	1 Year 2 Years 3 Years	5,000 10,000 15,000	*(O)\$_____ *(O)\$_____ *(O)\$_____

## B17 (Cont'd)

PRODUCT/  
DODAAC ACTIVITY

PR NO. SCO600-98-0263  
NSN: 9150-01-372-6915 (BULK)  
INDUSTRIAL OIL, STEAM TURBINE  
LTL - 2190 TEP  
MIL-L-17331H (SH) DATED 23 JAN 1984 AND  
AMENDMENT 3 DATED 20 MAR 1995.  
A QUALIFIED PRODUCT

ITEM	DODAAC ACTIVITY	DELIVERY PERIOD DURATION	TOTAL ESTIMATED QTY/USG	FOB DEST. PRICE/USG
3301	N493991 Naval Sub Base Groton New London, CT 06349 Conveyance must be furnished with pump and 50 ft. hose for discharge into Government furnished storage. MODE(S): <u>TT/IC</u> 100% Min Del: 5,000 Gallons Max Del: 10,000 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK OR INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE.	1 Year 2 Years 3 Years	15,000 30,000 45,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
			Mode of Delivery: _____	
3302	N69238 DFSP Sewells Point, VA DFSP Norfolk Naval Base Fuel Terminal FISC 1968 Gilbert St., Bldg. W62 Norfolk, VA 23511-3392 Conveyance must be furnished with pump for discharge into Government furnished storage tank. MODE(S): <u>TT/IC</u> 100% Min Del: 5,000 Gallons Max Del: 18,000 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK OR INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE.	1 Year 2 Years 3 Years	270,000 540,000 810,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
			Mode of Delivery: _____	
	<b>NOTE: PRE-DISCHARGE TESTING WILL BE PERFORMED.</b>			
3303	N68836 DFSP Jacksonville, FL Naval Supply Ctr. Naval Air Station, Bldg. 262 (Mayport) Jacksonville, FL 32212-0097 Conveyance must be furnished with pump and 75 ft. hose for discharge into Government furnished storage. MODE(S): <u>TT/IC</u> 100% Min Del: 5,000 Gallons Max Del: 12,000 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK OR INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE.	1 Year 2 Years 3 Years	110,000 220,000 330,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
			Mode of Delivery: _____	

## B17 (Cont'd)

<u>ITEM</u>	<u>DODAAC ACTIVITY</u>	<u>DELIVERY PERIOD DURATION</u>	<u>TOTAL ESTIMATED QTY/USG</u>	<u>FOB DEST. PRICE/USG</u>
3304	N00244 DFSP Pt. Loma, Naval Supply Ctr. 850 Pacific Hwy., Bldg. 106, Post 27 San Diego, CA 92132-5089 Conveyance must be equipped with pump and 40 ft. hose for discharge into Government furnished storage. MODE(S): <u>TT/IC</u> 100% Min Del: 5,000 Gallons Max Del: 10,000 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK OR INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE.	1 Year 2 Years 3 Years	150,000 300,000 450,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
			Mode of Delivery: _____	
3305	N00406 DFSP Puget Sound, Manchester, WA 98314 Conveyance must be furnished with pump and a three inch camlock fitting. MODE(S): <u>TT/IC</u> 100% Min Del: 5,000 Gallons Max Del: 10,000 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK OR INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE.	1 Year 2 Years 3 Years	90,000 180,000 270,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
			Mode of Delivery: _____	
3306	N00604 DFSP Pearl Harbor Bldg. 475 Pearl Harbor, HI MODE(S): <u>TT/IC/FB</u> 100% Min Del: 5,000 Gallons Max Del: 10,000 Gallons <u>* FOB ORIGIN(O) VIA INTERMODAL CONTAINER ONLY. FOB DESTINATION(D) VIA TRANSPORT TRUCK, INTERMODAL CONTAINER, OR FLEXI-BAG FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE TANK.</u>	1 Year 2 Years 3 Years	60,000 120,000 180,000	*(O)\$ _____/(D)\$ _____ *(O)\$ _____/(D)\$ _____ *(O)\$ _____/(D)\$ _____
			Mode of Delivery: _____	
3307	N69182 DFSP Akasaki FISC Yokosuka Det Sasebo, Japan PSC 476, Box 7 FPO AP 96322 MODE(S): <u>IC</u> 100% Min Del: 5,000 Gallons Max Del: 10,000 Gallons <u>*FOB ORIGIN(O) ONLY</u> VIA INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE TANK.	1 Year 2 Years 3 Years	10,000 20,000 30,000	*(O)\$ _____ *(O)\$ _____ *(O)\$ _____

**B17 (Cont'd)**

<u>ITEM</u>	<u>DODAAC ACTIVITY</u>	<u>DELIVERY PERIOD DURATION</u>	<u>TOTAL ESTIMATED QTY/USG</u>	<u>FOB DEST. PRICE/USG</u>
<b>3308</b>	N69180	1 Year	35,000	*(O)\$ _____
	DFSP Hakozaki, Japan	2 Years	70,000	*(O)\$ _____
	Defense Fuel Supply Point Hakozaki	3 Years	105,000	*(O)\$ _____
	FISC Fuel DET Tsurumi, Japan			
	PSC 471			
	FPO AP 96347-2000			
	MODE(S): <u>IC</u> 100%			
	Min Del: 5,000 Gallons			
	Max Del: 10,000 Gallons			
	* <u>FOB ORIGIN(O) ONLY</u> VIA INTERMODAL CONTAINER FOR DELIVERY INTO GOVERNMENT FURNISHED STORAGE TANK.			

**THE FOLLOWING INFORMATION APPLIES TO PEARL HARBOR, HI (L.I. 2206 & 3306); AKASAKI, JAPAN (L.I. 2207 & 3307); AND HAKOZAKI, JAPAN (L.I. 2208 & 3308):**

INTERMODAL CONTAINER DELIVERIES WILL BE FOB ORIGIN (SUPPLIER'S WORK) OR FOB DESTINATION. IF FOB ORIGIN, THE GOVERNMENT WILL FURNISH AND SHIP BULK CONTAINERS TO THE POINT SPECIFIED BY THE CONTRACTOR FOR FILLING. OVERALL DIMENSIONS OF INTERMODAL CONTAINERS INCLUDING CONVEYANCE USED TO TRANSPORT THE CONTAINER ARE:

LENGTH - 44 FEET  
HEIGHT (VERTICAL CLEARANCE) - 12 FEET 6 INCHES  
WIDTH - 8 FEET.

**THE FOLLOWING INFORMATION APPLIES TO ALL INTERMODAL CONTAINER MOVEMENTS:**

Under the Intermodal Safe Container Transportation Amendments Act of 1996, effective April 9, 1997, the shipper must complete weight certifications for shipments projected to exceed a gross weight of 29,000 pounds. The contractor should include the following information on the bills of lading or other shipping documents such as DD250's:

1. The actual gross cargo weight (including packing materials, pallets and dunnage).
2. A reasonable description of the contents of the container or trailer.
3. The identity of the certifying party.
4. The container or trailer number.
5. The date of certification or transfer of documentation to another document for forwarding to the next carrier.

If the shipping document does not display the items delineated above, in any order, then the information must be displayed on a separate sheet of paper marked "INTERMODAL CERTIFICATION."

**THE FOLLOWING INFORMATION PERTAINS TO FLEXI-BAGS:**

Flexi-bags may be used on a FOB destination basis for the Pearl Harbor, HI items 2206 and 3306. However, flexi-bags cannot be utilized for items 2207, 2208, 3307 and 3308 located in Japan. If you decide to submit an offer using flexi-bags, the following conditions must be met:

- a. Flexi-bags may be utilized on a FOB destination basis only for Pearl Harbor, HI. You are advised that the term FOB DESTINATION means that receiving activity does not provide, and is not expected to provide, any of the unique destination services required by this mode. These services include lifting and tilting of the bag, strapping/unstrapping and packing the bag and arranging for return of the bag.
- b. A new flexi-bag is required for each product for the first shipment made on a contract.
- c. The contractor must receive and maintain the flexi-bag manufacturer's inspection certificate of quality on each bag filled. The inspection certification will provide the following information: Bag identification number, last product loaded, condition of bag/equipment and leak test report. The inspection certificate must be available for the government representative to review prior to each fill.
- d. The re-use of flexi-bags is permissible provided the bags are dedicated to the same grade product.
- e. Prior to discharge, the contractor is responsible for taking a 20 liter sample and retention of this sample for 45 days.
- f. For items 2206 and 3306, Pearl Harbor, HI, a two and a half inch National Standard Pipe Thread fitting is required. A two and a half inch female nipple is preferred.

B17 (Cont'd)

**PURCHASE PROGRAM 4.2:****PRODUCT/  
DODAAC ACTIVITY**

**PR NO. SCO600-98-0264**  
**NSN: 9150-00-985-7031 (BULK)**  
**LUBRICATING OIL, JET ENGINE**  
**GRADE 1010 (LA6)**  
**MIL-PRF-6081D DATED 10 NOV 1997**  
**A QUALIFIED PRODUCT**

<u>ITEM</u>	<u>DODAAC ACTIVITY</u>	<u>DELIVERY PERIOD DURATION</u>	<u>TOTAL ESTIMATED QTY/USG</u>	<u>FOB DEST. PRICE/USG</u>
<b>2121</b>	N30929 Navy Flight Demo Squadron Blue Angels C/O Supply Officer 390 San Carlos Rd., Suite A Pensacola, FL 32508-5508 POC: PO1 Kaufman - (904) 452-4184 Transport truck must be equipped with pump and 60 ft of hose. Deliver to Hanger 1854 into 1/5,000 gal tank <u>Delivery Hours:</u> 0800-1700 hours, MON-FRI Min Del: 3,000 Gallons Max Del: 4,500 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK (TT)	1 Year 2 Years 3 Years	10,000 20,000 30,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
<b>2122</b>	FP4852 Nellis AFB, NV 6126 Depot Rd., Bldg. 947 Nellis AFB, NV 89191-7227 POC: Daisy Westmoreland - (702) 652-8321 Delivery to Bldg. 947 into 1/10,000 gal tank <u>Delivery Hours:</u> 0700-1600 hours, MON-FRI Min Del: 5,000 Gallons Max Del: 10,000 Gallons <u>*FOB DESTINATION(D) ONLY</u> VIA TRANSPORT TRUCK (TT)	1 Year 2 Years 3 Years	30,000 60,000 90,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
<b>2123</b>	EY7676 Air Force Plant 42 Northrop B-2 Division 3520 East Avenue M Palmdale, CA 93550 POC: Laura Hoskins - (805) 272-7044 or Silvia Ortiz - (562) 948-9396 Tank truck must be equipped with pump; however, no other special hoses/couplings are required. <u>Delivery Hours:</u> 0600 - 1400 hours, MON-FRI Min Del: 6,000 Gallons Max Del: 12,000 Gallons <u>*FOB DESTINATION ONLY</u> VIA TRANSPORT TRUCK (TT)	1 Year 2 Years 3 Years	24,000 48,000 72,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____

## B17 (Cont'd)

<u>ITEM</u>	<u>DODAAC ACTIVITY</u>	<u>DELIVERY PERIOD DURATION</u>	<u>TOTAL ESTIMATED QTY/USG</u>	<u>FOB DEST. PRICE/USG</u>
<b>2124</b>	FP2037 Tinker AFB, OK 72 ABW/LGSF 7979 1 <sup>st</sup> Street Tinker AFB, OK 73145-9100 POC: John Yinger or Debbie McCoy- (405) 739-3105 Delivery to Bldg. 3714 into a 12,000 gal tank. <u>Delivery Hours:</u> 0800 - 1600 hours, MON-FRI Min Del: 5,000 Gallons Max Del: 10,000 Gallons <u>*FOB DESTINATION ONLY VIA TRANSPORT TRUCK (TT)</u> <u>NOTE:</u> No special offloading equipment required. <u>DIRECTIONS:</u> I 40 exit # 159B or I 240 exit 11B (Douglas Blvd.). Enter gate # 20.	1 Year 2 Years 3 Years	22,000 44,000 66,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____
<b>2125</b>	FP4877 AMARC/LAIP Bldg. 7448 Davis Monthan AFB, AZ 85708-4068 POC: Mr. McMahon – DSN: 228-8627 COM: (520) 228-8627. <u>Delivery Hours:</u> 0700-1600 hours, MON-FRI Min Del: 5,000 Gallons Max Del: 10,000 Gallons <u>*FOB DESTINATION ONLY VIA TRANSPORT TRUCK (TT)</u> <u>NOTE:</u> Conveyance must be equipped with pump. Sediment test to be performed IAW Federal Standard 7921, Test Method 3010.1, not to exceed 2 MG/L. Water is limited to 200 ppm IAW ASTM D 1744. Inspection report must accompany the driver upon arrival and submitted to Mr. McMahon at Bldg. 744.	1 Year 2 Years 3 Years	10,000 20,000 30,000	*(D)\$ _____ *(D)\$ _____ *(D)\$ _____

## B17 (Cont'd)

**PRODUCT/  
DODAAC ACTIVITY**

PR NO. SCO600-97-0704 & Amd. 1  
 NSN: 9150-01-430-2884 (BULK)  
 LUBRICATING OIL, AIRCRAFT PISTON  
 ENGINE (NON-DISPERSANT MINERAL OIL),  
 SAE VISCOSITY GRADE 60 (LA7)  
 SAE J 1966 DATED 01 NOV 1995  
 A QUALIFIED PRODUCT

PRODUCT WILL BE USED FOR CARRIER CATAPULT SYSTEMS ONLY. THE L-38 ENGINE TESTS ARE NOT REQUIRED.

<u>ITEM</u>	<u>DODAAC ACTIVITY</u>	<u>DELIVERY PERIOD DURATION</u>	<u>TOTAL ESTIMATED QTY/USG</u>	<u>FOB DEST. PRICE/USG</u>
<b>3121</b>	N00246	1 Year	6,000	*(D)\$_____
	Naval Air Station, North Island	2 Years	12,000	*(D)\$_____
	Bldg. 426, Code 199	3 Years	18,000	*(D)\$_____
	North Island, CA 92135-7039			
	POC: Thelma McGee - (619) 545-8841			
	Tank truck must be equipped with pump.			
	Delivery into 1/50,000 gal tank.			
	<u>Delivery Hours:</u> 0800 - 1600 hours, MON-FRI			
	Min Del: 5,000 Gallons			
	Max Del: 6,000 Gallons			
	* <u>FOB DESTINATION ONLY</u> VIA TRANSPORT TRUCK (TT)			

**B18 SET-ASIDE QUANTITIES (DESC FEB 1968)**

The total quantities set aside by item and destination are as follows:

<u>ITEM NO.</u>	<u>PRODUCT</u>	<u>TOTAL QUANTITY</u>	<u>NON-SET-ASIDE QUANTITY</u>	<u>SET-ASIDE QUANTITY</u>	<u>DESTINATION</u>
2201	L06	30,000	15,000	15,000	NEW LONDON, CT
2202	L06	162,000	81,000	81,000	NORFOLK, VA
3301	LTL	30,000	15,000	15,000	NEW LONDON, CT

**NOTE: THE ABOVE QUANTITIES ARE APPLICABLE TO THE FIRST YEAR REQUIREMENTS. THE TWO- AND THREE-YEAR REQUIREMENTS ARE ESTIMATED TO BE DOUBLE AND TRIPLE THE SINGLE YEAR REQUIREMENTS.**



**B19.31 ECONOMIC PRICE ADJUSTMENT - PRICE INDEX (LUBES) (DESC APR 1997)****(a) WARRANTIES.** The Contractor warrants that--

(1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

**(b) DEFINITIONS.** As used throughout this clause, the term--

(1) **Base unit price** means the applicable price for an item as listed in the Schedule.

(2) **Index** means the price index series, cited in columns III and IV of the Table in (f) below, which appears in the Bureau of Labor Statistics (BLS), U.S. Department of Labor, monthly publication entitled "Producer Price Indexes."

(3) **Index value** means either (1) the initial index value for a month, normally released by BLS during the second week of the following month, or, as applicable, (2) the revised version of such price index published approximately three months following publication of the initial index value for the month.

(i) **Base index value** means the revised index value for the most recent month that has been published by BLS prior to issuance of the solicitation, as shown in column V of the Table.

(ii) **Initial adjusting index** means the initial value of the index for a month, which is published approximately two weeks following month-end.

**(iii) Final index** means--

(A) For timely deliveries, the revised value of the index applicable to the month preceding the month of delivery; and

(B) For an unexcused late delivery, the revised value of the index applicable to the month preceding the month in which delivery was scheduled, or to the month preceding the month in which actual delivery was made, whichever is lower.

(4) **Base product value** means the amount, specified at time of solicitation in column VI of the Table, which is the portion of the base unit price subject to adjustments under this clause.

(5) **Adjusted unit price** means the base unit price adjusted in accordance with this clause.

(6) **Date of delivery** means the date product is received by the Government.

**(c) ADJUSTMENTS.**

(1) Subject to the provisions of this clause, the prices payable under this contract shall be the base unit price, increased or decreased by the product of the percentage change in the base index value to the initial adjusting index value, times the base product value.

**(2) CALCULATIONS.**

(i) All numbers used in or derived through calculations prescribed by this clause shall be rounded to four decimal places.

(ii) In the event BLS publishes a revised index that results in an adjustment to the contract unit price of more than \$0.005 per gallon, a retroactive adjustment to the contract price shall be made. In this case, the final contract prices for that month will be based on the revised version of the applicable index.

**(3) MODIFICATIONS.**

(i) Any resultant price changes to the base index value and base unit price shall be executed by the Contracting Officer through a monthly price adjustment modification effective as of the date of issuance of the modification.

(ii) In the event of change(s) in the index of insufficient magnitude to result in price adjustments but which over the life of the contract exceed an aggregate value of plus or minus \$500, the aggregate of any such amounts shall be incorporated into a final adjusting modification.

(4) **INVOICES.** The prices payable under this contract will be based on the latest adjusted unit price incorporated into the contract. In the event the adjusted unit price is not yet available for the month in which deliveries were made, the most recent adjusted unit price for the particular item shall be invoiced subject to retroactive adjustment(s) using the initial and final index values.

(5) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(6) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price, pursuant to these economic price adjustment provisions shall not exceed 60 percent of the original base unit price in any applicable program year (whether a single year or multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within in the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

**B19.31 Cont'd)**

(ii) If an actual increase in the index would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(7) **REVISION OF PRICE INDICATOR.** In the event that--

(i) Any applicable index is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the index consistently and substantially fails to reflect market conditions,-- the parties shall mutually agree upon an appropriate and comparable substitute for determining price adjustments hereunder. The contract shall be modified to reflect such substitute, effective on the date the index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **TABLE.**

I	II	III	IV	V	VI
	BLS table	BLS code		Base index value (as of	Base product value as of <b>OCT 1998</b> (excludes all taxes)
<u>Item no.</u>	<u>No.</u>	<u>No.</u>	<u>Code name</u>	<u>SEP 1998)</u>	
<b>ALL</b>	<b>4</b>	<b>2992-1</b>	<b>Lubricating &amp; Similar Oils</b>	<b>163.3</b>	<b>L06: \$2.0669 LTL: \$1.5705 LA6: \$2.3884 LA7: \$1.6694</b>

(DESC 52.216-9F20)

**B26.16 SCOPE OF CONTRACT (LUBES) (DESC SEP 1991)**

(a) This is an indefinite quantity contract for the supplies specified in the Schedule and for the period set forth therein. Delivery and performance shall be made only as authorized by orders issued in accordance with the ORDERING clause of this contract. The quantities of supplies or services specified herein are estimates only and are not purchased hereby.

(b) The Contractor shall furnish and deliver the supplies set forth in the contract Schedule in such quantities as may be ordered by the Ordering Officer during the ordering period specified in the Schedule. In consideration therefor, the Government shall order, accept, and pay for the quantity of supplies described in (f) below; PROVIDED, however, that the Government shall be entitled to order, and the Contractor shall be required to furnish if ordered, supplies or services equivalent to but not in excess of the quantity designated by the Schedule for each item.

(c) If this contract provides for delivery of the same product at more than one location, the Ordering Officer may order and the Contractor, at its option, may furnish more than the quantity specified for any one location; PROVIDED, however, that in no event shall an Ordering Officer be entitled to order, nor shall the Contractor be required or permitted to deliver, if ordered, a quantity of any one product which, in the aggregate, would be in excess of the total quantity of such product specified in this contract, plus an additional 30 percent. In the event that this contract does not provide for delivery of the same product at more than one location, the maximum quantity that may be ordered, and which the Contractor may deliver, is the award quantity of such line item, plus 30 percent.

**B26.16 (Cont'd)**

(d) In no event shall the Contractor, except at its option, be required to deliver supplies ordered during the ordering period of this contract, which, pursuant to the order, require delivery subsequent to 30 days after the expiration of such ordering period, except for any supplies that may have been ordered but which, pursuant to the Schedule, require delivery at a later date.

(e) Except for any limitations on quantities in the DELIVERY-ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery or performance at multiple destinations.

(f) **MINIMUM QUANTITY.**

(1) The Government agrees to purchase during the period of this contract, and in accordance with the terms of this contract, at least a quantity (or quantities) of product, which, under the contract terms, will be not less than 30 percent of the total original estimated contract volume. The Government may satisfy this obligation by purchasing against any or all of the contract line items.

(2) If, under a single solicitation, contract line items are not all awarded at the same time, then, for purposes of this clause, the above mentioned original estimated contract volume shall be that of the contract after award has been made of all items.

(3) During the period of this contract, it may occur that for administrative convenience the Government will add to this contract, by contract modification, additional contract line items which are awarded to the Contractor pursuant to a different solicitation. If this occurs, then the Government's original purchase obligation under this contract shall remain unchanged and will in no way extend to the new contract line items. Instead, the Government agrees to an additional purchase obligation, namely, to purchase in accordance with the terms of the contract, during the remaining period of the contract, at least a quantity (or quantities) of any or all of the new line items which, under the contract terms, will be not less than 30 percent of the total original estimated contract volume of the contract modification.

**B53**            **FREIGHT RATE (DESC OCT 1986)**  
***[SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT]***

**SECTION C****C1.01 SPECIFICATIONS (DESC APR 1984)**

Product(s) to be supplied shall fully meet the requirements of the applicable specification(s).

**C1.02 DODISS SPECIFICATIONS (DESC SEP 1998)**

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the Department of Defense Index of Specifications and Standards (DODISS) dated September 1, 1998.

**C16.52 LUBRICATING OIL, AIRCRAFT TURBINE ENGINE (PETROLEUM, GRADE 1010) (DESC DEC 1993)**

- (a) Specification MIL-L-6081C, 15 April 1964, and Amendment 2, 26 March 1965, apply (a qualified product).
- (b) N-heptane shall replace 1, 1, 1 trichloroethane in test method 5308.7.

**C16.55 LUBRICATING OIL, AIRCRAFT PISTON ENGINE (NONDISPERSANT MINERAL OIL)(DESC JUL 1997)**

Lubricating oil shall conform to the Society of Automotive Engineers (SAE) Standard J 1966 (latest revision).

- (a) **CLASSIFICATION.** The lubricating oils shall be furnished in the following grades:

<u>SAE Viscosity Grade</u>	<u>Military</u>	<u>NATO Code Number</u>	<u>National Stock Number</u>
60	1120	None	9150-01-430-2884

- (b) **QUALIFICATION.**

(1) The lubricating oil shall be only those products authorized by the qualification activity for listing on the latest qualified products list (QPL-J 1966). Detailed information on the procedures to be followed when submitting a candidate lubricating oil are available from--

NAVAL AIR SYSTEMS COMMAND  
AIR-4.4.5  
1421 JEFFERSON DAVIS HIGHWAY  
ARLINGTON, VA 22243-5120

(2) Requalification shall be required in the event any change is made in the source or composition of the lubricant, the ingredients used, the manufacturing process, or the plant location.

**C16.61-1 LUBRICATING OIL, INTERNAL COMBUSTION ENGINE (MS9250) (A QUALIFIED PRODUCT) (DESC OCT 1991)**

(a) Qualified product shall conform to MIL-L-9000H (SH) dated 16 September 1987 with the following exception: Magnesium content shall be 100 ppm maximum.

(b) The lubricating oil shall be only those products authorized by the qualification activity for listing on the latest qualified products list (QPL-9000) prior to contract award.

(c) Qualified products listed on the latest QPL-9000 that no longer meet the qualified formulation due to a change in base stocks will be considered, provided the offeror submits the following additional information with its offer:

(1) Typical base stocks characteristics for API gravity, viscosity (cSt) @ 100°C, viscosity index, flash point (°C), cloud point (°C), pour point (°C), neutralization number, color, sulfur (% m/m), aniline point (°C), saturates (% vol), aromatics (% vol), and naphthenics (% vol). The offeror shall also specify the test method used to determine each base stock characteristic. This information will be used to determine how the change in base stocks will affect the finished product and/or formulation.

**C16.61-1 (Cont'd)**

(2) In addition, Alcor IG test result information shall be provided for all finished blends that differ in base stocks approved by the qualification activity. This test information will be compared to the Caterpillar IG-2 test required by the specification (MIL-L-9000). The address and telephone number where the Alcor IG test is performed is--

ALCOR, INC.  
10130 JONES-MOLTBERGER ROAD  
SAN ANTONIO, TX 76216-4191  
TELEPHONE: 1-800-354-7233

**C16.63.100 LUBRICATING OIL, STEAM TURBINE (MS-2190 TEP) (A QUALIFIED PRODUCT) (DFSC JAN 1998)**

Steam turbine lubricating oil shall conform to the requirements of specification MIL-L-17331H (SH) dated 23 January 1984 and Amendment 3 dated 20 March 1995 with the following exception: Paragraph 4.5 of Amendment 3 is deleted. Paragraph 4.5 of the basic specification dated 23 January 1984 shall apply, with the following additional requirements:

- (a) Manufacturers desiring to supply lubricating oil to Amendment 3 requirements must perform either--
  - (1) 2,6-di-tert-butylphenol (DTBP) testing in accordance with Amendment 3 if DTBP is not intentionally added in the existing formulation; or
  - (2) The 5 tests listed below, if DTBP antioxidant was used in the existing formulation and the only change to that information is removal of DTBP and its replacement with another antioxidant.
    - (i) Oxidation (1000 hour test).
    - (ii) Foam characteristics.
    - (iii) Viscosity test at 4.4°C, 40°C, and 100°C.
    - (iv) Emulsion test.
    - (v) DTBP content.
- (b) If more than the antioxidant is changed in the additive package, all qualification tests must be performed except that the load-carrying ability test will not be required.
- (c) Trichlorotrifluoroethane solvent cited in Appendix C is replaced by a dehydrated mixture of 25 percent dehydrated isopropyl alcohol and 75 percent nonaromatic hydrocarbon solvent.
- (d) Paragraph 4.3 of specification MIL-L-17331H (SH) dated 23 January 1984 applies.
- (e) Contact with Naval Sea Systems Command (NAVSEA) is required prior to any qualification or requalification testing, and this testing must be witnessed by Defense Contract Management Command (DCMC) personnel.

**SECTION E**

THE FOLLOWING CLAUSE APPLIES TO--

1. ALL LUBRICATING OIL DELIVERIES.
2. ALL AVIATION FUEL DELIVERIES.
3. ALL BULK DELIVERIES; EXCEPT FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

**E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC APR 1997) (REV)****(a) QUALITY CONTROL PLAN.**

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems - Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems - Model for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.

(3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:

(i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;

(ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios;

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, Sampling of Petroleum and Petroleum Products, and/or Section 2, Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. **NOTE: For f.o.b. origin tanker, barge, and pipeline shipments,** a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, will be required at the custody transfer point after October 1, 1997. **For other than f.o.b. origin shipments,** Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

(iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;

(v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;

(vi) **STORAGE AND HANDLING.** Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

**E1 (Cont'd)**

(vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause;

(viii) **LOADING AND SHIPPING - TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS.** Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. Seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

(A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen;

(B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;

(C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and

(D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.

(ix) **LOADING AND SHIPPING - TANKERS AND BARGES.**

(A) **For f.o.b. destination Contractor-supplied tankers/barges.** State procedures to be used to ensure vessels are suitable to load the intended product.

(B) **For f.o.b. origin Government supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for pre-load discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes and cleaning compliance to Tables V and VI below, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Assure closing and sealing of sea suction, overboard discharge, and product separation valves and record on DD Form 250-1. Procedures for commencement of loading into one tank up to 3 feet, switching to at most two other vessel tanks, during sample analysis (sampling and testing) to confirm product integrity into first tank. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for after-loading sampling, testing, determination of quantity, and preparation of all paperwork. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if variance is  $\pm 0.5$  percent or figures suspect) on loaded conveyance.

(C) **For both f.o.b. origin and destination supplied tankers/barges.** Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. **Authority to release a Government furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.**

## E1 (Cont'd)

(x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending records, vessel port logs, vessel notice of readiness, DD Forms 250 and 250-1 (the DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR), and calibration documents, and will include by whom, where, and how prepared, and retention information.

(xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.).

(4) The QCP shall identify an individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions of the SHIPMENT AND ROUTING clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.

(g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.



TABLE I

**MINIMUM SAMPLING AND TESTING REQUIREMENTS<sup>(1)</sup>**

LOCATION	WHEN SAMPLED	TYPE OF SAMPLE	TYPE OF TEST
1. Refinery/Terminal Shipping Tank	Each Batch Prior to Acceptance	All Level or Single Tank Composite	A (2)
2. Shipping Line:  Dedicated Line  Common Line	Prior to Loading	Line (Static)	C  B
3. Custody Transfer Point	Immediately After Start of Shipment	Line	C
4. Tanker/Barge/Pipeline Custody Transfer Point	During Loading/Shipment	Representative Sample See Note, para. E1.a.(iii) Flow proportional sample required after Oct. 1, 1997	Retain Only
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual
6. Tanker/Barge First-In	1 Hour After Start of Loading	Spot	C - plus Particulate
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	B (3)
9. Tank Car/Truck Loading Rack	Prior to start of filling each day, and after change of source tank.	Line	C
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship (For FSII: C)

**NOTES FOR TABLE I:**

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT.
- (3) TYPE A TESTS REQUIRED WHEN IN-LINE BLENDING USED.

TABLE II

**SAMPLE RETENTION**

<b>TYPE OF SAMPLE</b>	<b>MINIMUM QUANTITY</b>	<b>RETENTION PERIOD</b>
Bulk Additives	2 Liters	Until Receipt and Quality Verification of New Lot/Batch
Drummed Additives	1 Liter	When Stocks Exhausted
Shipping Tank(s)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Tanker/Barge)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Pipeline)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tank Truck/Car, Intermodal Container	1 Liter	15 Days
Tanker/Barge Composite	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tanker/Barge Composite Each Compartment	0.5 Liter	45 Days

TABLE III

**DEFINITIONS OF TEST SERIES**

- I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.
- II. TYPE B & C: As shown in the table below for each product group. Individual product test requirements will be as applicable; e.g., Flash Point is required for the Turbine Fuels group. This is applicable to JP-5 and JP-8, but not JP-4. The specification must be consulted for this determination.

	AVGAS		TURBINE FUELS		MOGAS		DIESELS/ KEROSENE		BURNER FUELS		LUBES		FSII
TEST PROPERTIES	B	C	B	C	B	C	B	C	B	C	B	C	C
Appearance	*	*	*	*	*	*	*	*			*	*	
Particulate content	*		*								*		
Filtration Time			*										
Color	*	*	*	*	*	*	*	*			*	*	
Density/API Gravity Specific Gravity	*	*	*	*	*	*	*	*	*	*	*	*	*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*		*								
Existent Gum	*		*		*								
Carbon Residue							*		*				
Lean/Rich Ratings	*												
Reid Vapor Pressure	*		*		*								
Water Reaction			*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
WSIM / MICROSEP			*										
Conductivity			*										
Sediment & Water									*	*			
Viscosity									*		*	*	
Water Content									*		*	*	*

\* THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

TABLE IV

**CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS**

LAST PRODUCT CARRIED (1)	PRODUCT TO BE LOADED				
	JET FUEL JP-4 JET B MOGAS AVGAS	JET FUEL JP-5 JP-8 JET A/A1 DF-A, DL-A DFW	DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2	LUBRICATING OILS	FSII
AVGAS MOGAS JP-4 JET B	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW	DRAIN EMPTY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
F-76 DF-1, -2 DL-1, -2 ASTM-D975 NO 1D, 2D FS-1, 2, 4L	STEAM DRY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
FS-4, 5, 6 IFO's ASTM D975 No. 4D	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD
LUBRICATING OILS	NO LOAD	NO LOAD	DRAIN EMPTY	DRAIN EMPTY (A)	NO LOAD
JET FUEL JPTS, JP-7	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	STEAM DRY
FSII	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	DRAIN EMPTY
NAPHTHA	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY

**NOTES FOR TABLE IV:**

(1) If a product is not listed in this column permission to load and conveyance preparations must have been provided by DESC-BQ.

(A) Applicable only when loading compatible oils; otherwise steam and dry.

(B) If previous cargo contained dye marker, all traces of color must be removed.

(C) If product to be loaded does not contain dye the vehicle must not contain any traces of dye prior to loading.

TABLE V

**GUIDE FOR THE PREPARATION OF TANKER CARGO TANKS**

<b>LAST PRODUCT CARRIED (1) (2)</b>	<b>PRODUCT TO BE LOADED</b>				
	JP-4 JET B MOGAS AVGAS	JP-5 JP-8 JET A/A1 DF-A, DL-A DFW	F76 DF-1, 2 FS-1, 2	FS 4, 5, 6 IFOs	LUBE OILS
JP-4 JET B MOGAS	A	B,A	B,A	B,A	B,A
JP-5, JP-8 JET A/A1 DF-A, DL-A DFW	A	A	A	A	E,A
F-76 DF-1, 2, DL-1, 2 ASTM D 975 NO. 1D, 2D FS-1, 2	C,A	C,A	A	A	E,A
ASTM D 975 - NO 4D FS-4, 5, 6 IFOs	NO LOAD	NO LOAD	D,A	A	NO LOAD
JPTS JP-7	A	A	A	A	E,A
LUBRICATING OILS	NO LOAD	NO LOAD	D,A	A	E,A
CRUDE	NO LOAD	NO LOAD	D	A	NO LOAD

**NOTES FOR TABLE V:**

- (1) If a product is not listed in this column permission to load and tanker preparation requirements must have been provided by DESC-BQ.
  - (2) If previous cargo contained dye marker, all traces of color must be removed.
- (A) All cargo lines will be dropped, tanks stripped, ballast residue removed, and cargo tanks gas free to permit entry and inspection.
  - (B) All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Cargo tanks must be free of water, loose rust, sludge, mud, silt, etc.
  - (C) The same as for B above, except that hot water will be used instead of cold. If tank interiors are coated, water temperature should not exceed 136°F.
  - (D) Cargo tanks and system will be processed in accordance with the instructions contained in MIL-STD-291(SH), "Cargo Tank Cleaning."
  - (E) Cargo tanks and systems must be cleaned in such a manner as will remove all rust, scale, sediment, and all traces of previous cargo and water.

TABLE VI

**GUIDE FOR THE PREPARATION OF BARGE CARGO TANKS**

<b>LAST PRODUCT CARRIED (1) (2)</b>	<b>PRODUCT TO BE LOADED</b>				
	JP-4 JET B MOGAS AVGAS	JP-5 JP-8 JET A/A1 DF-A, DL-A DFW	F76 DF-1, 2 DL-1, 2 FS-1, 2	FS 4, 5, 6 IFOs 180, 380	LUBE OILS/ FSII
AVGAS JP-4 JET B MOGAS	A	B	B	B	B
JP-5, JP-8 JET A/A1 DF-A, DL-A DFW	A	A	A	A	E
F-76 DF-1, 2, DL-1, 2 ASTM D 975 NO. 1D, 2D FS-1, 2	C	A	A	A	E
ASTM D 975 - NO 4D FS-4, 5, 6 IFOs	NO LOAD	NO LOAD	D	A	E
JPTS JP-7	A	A	A	A	E
LUBRICATING OILS	NO LOAD	NO LOAD	D	A	E
FSII	A	A	B	A	E
CRUDE	NO LOAD	NO LOAD	D	A	NO LOAD

**GENERAL STATEMENT:** All cargo tanks must be free of water, loose rust, sludge, mud, silt, ballast residue.

**NOTES FOR TABLE VI:**

- (1) If a product is not listed in this column, permission to load and tanker preparation requirements must have been provided by DESC.
  - (2) If previous cargo contained dye marker, all traces of color must be removed.
- (A) No specific preparations required if lines have been dropped and tanks stripped.
  - (B) All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Cargo tanks will be gas free.
  - (C) The same as for B above, except that hot water will be used instead of cold.
  - (D) Cargo tanks and systems will be processed in accordance with the instructions contained in MIL-STD-291(SH), "Cargo Tank Cleaning." Tanks will be gas free.
  - (E) Cargo Tanks and Systems must be cleaned in such a manner as will remove all rust, scale, sediment and all traces of previous cargo and water.

**E2.01 POINTS OF INSPECTION AND ACCEPTANCE (LUBES) (DESC JUN 1993)**

- (a) F.o.b. origin deliveries will be inspected and accepted at origin.
- (b) F.o.b. destination deliveries will be inspected at origin and accepted at destination.

**E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

**E5 (Cont'd)**

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

**E12 POINT OF ACCEPTANCE (DESC MAY 1969)**

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9F11)

**E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)**

The Quality Office assigned inspection responsibility under this contract is \_\_\_\_\_

**E33.07 MANUFACTURING AND FILLING POINTS (LUBES) (DESC FEB 1968)**  
***[SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT]*****E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)**

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.



**E35.02 (Cont'd)**

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

**E40 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)**

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(DFARS 252.246-7000)

**E40.05.100 MATERIAL INSPECTION AND RECEIVING REPORT (DESC DEC 1998)**

One copy of each DD Form 250-1 covering marine movements, or a laboratory analysis report covering rail, truck, or pipeline shipments and accompanying DD Form 250, shall be mailed to--

ATTN DESC-BPE(LR), ROOM 2954  
 DEFENSE ENERGY SUPPORT CENTER  
 8725 JOHN J. KINGMAN ROAD, SUITE 4950  
 FORT BELVOIR VA 22060-6222

**E42 SUBMISSION OF TEST REPORT (LUBES) (DESC AUG 1992)**

During the contract period, the Contractor shall forward a copy of the inspection test report on each batch of product supplied against specifications MIL-L-9000H (SHIPS) and MIL-L-17331H (SHIPS) to--

NAVAL SEA SYSTEMS COMMAND  
 ATTN: 03M3  
 2531 JEFFERSON DAVIS HIGHWAY  
 ARLINGTON, VA 22242-5160

**SECTION F****F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC NOV 1996)**

(a) On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made upon the day specified in the order provided that the Contractor shall have received the order at least 48 hours prior to the day so specified, except for deliveries--

(i) By pipeline (other than into vessel, dredge, or barge for use as ships' bunkers) for which the Contractor shall be given 15 days' notice prior to the date so specified; and

(ii) Into vessel, dredge, or barge by any means of delivery including pipeline for use as ships' bunkers, for which deliveries the Contractor shall be given 24 hours' notice prior to the specific time delivery is to be made.

(3) All packaged or drummed material to be delivered f.o.b. boxcar, truck, or lighter shall be loaded (braced and blocked where necessary) by the Contractor as follows:

(i) **RAIL SHIPMENTS IN CONTINENTAL UNITED STATES AND ALASKA.**

(A) In accordance with the LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS clause.

(B) To the extent there is no conflict between the standards mentioned in paragraph (a) of the LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS clause, when a freight advantage to the Government would result, the Contractor will load boxcars to maximum capacity, including multiple tiering.

(ii) **TRUCK SHIPMENTS IN THE UNITED STATES.** In accordance with ICC Regulations and best commercial practices.

(iii) **RAIL SHIPMENTS AND TRUCK SHIPMENTS - OVERSEAS, POSSESSIONS AND TERRITORIES.** In accordance with best commercial practices and local regulations, or as indicated in the Schedule.

(iv) **LIGHTER.** In accordance with best commercial practices.

(4) Except for supplies delivered f.o.b. boxcar, truck, or lighter, title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving conveyance. Title to supplies delivered f.o.b. boxcar, truck, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car, truck, or lighter is released to, and accepted by, the carrier.

(b) On items calling for delivery f.o.b. destination by means of tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination and by means of the transportation equipment specified in the Schedule or, if no specific destination is indicated in the Schedule, to the destination specified in the order. (For activities listed in DESC Handbook 4525.1 as last revised, the shipping addresses stated herein shall apply.) Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the order, except for--

(i) Delivery by tank car which shall be accomplished by spotting the car alongside the unloading manifold connection at the specified destination;

(ii) Delivery by boxcar which shall be accomplished at the specified destination as follows:

(A) If such activity has a railroad siding, by spotting the car alongside the unloading platform or elsewhere at such destination as may be designated by the receiving activity;

or

(B) If such activity does not have a railroad siding at the unloading platform of the railroad siding serving such activity, and if the freight tariff provides for free pickup and delivery service, delivery shall be made to the activity specified in the order;

(iii) Delivery by truck which shall be accomplished by spotting the truck at the unloading platform at the specified destination and by placing the drummed or packaged supplies at the tailgate of the truck; and

(iv) Delivery by lighter which shall be accomplished as indicated in the Schedule.

**F1 (Cont'd)**

(2) Unless otherwise specified in the Schedule, all deliveries by tank car or boxcar shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 120 hours prior to the time so specified; all other deliveries, except as hereinafter indicated, shall be made on the day specified in the delivery order and unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that such order shall have been received by the Contractor at least 48 hours prior to the days so specified. Pipeline deliveries (except those into vessel, dredge, or barge) shall be made on the day specified in the delivery order, provided the order shall have been received by the Contractor at least 15 days prior to the day so specified. Delivery into vessels, dredges, or barges from a marine service station or by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.

(3) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:

(i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and

(ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

(4) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.

(5) When delivery of fuel oil or lubricating oil is made by tank car, such car shall be equipped with steam coils, if specified in the order, to facilitate the unloading of such product.

(6) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.

(7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility--

(i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment which is poorly maintained, may be refused entrance to the installation by the installation Commander.

(ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(8) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.

(9) Except for supplies delivered by tank car, boxcar, truck, or lighter, title to supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities. Title to supplies delivered by tank car or boxcar, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car is released by the carrier for unloading. Title to supplies delivered by truck, and risk of loss thereof, shall pass from the Contractor to the Government when the drummed or packaged supplies are removed from the truck. Title to supplies delivered by lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the receiving vessel's tackle is attached to the supplies to be unloaded.

(DESC 52.247-9F07)

**F1.09 DETERMINATION OF QUANTITY (DESC NOV 1997)**

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

**F1.09 (Cont'd)****(ii) F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of receiving shore tank measurements.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

**(2) DELIVERIES INTO OR BY PIPELINE.****(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Calibrated meter; or

(b) Shipping tank measurements.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

**(ii) F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

(a) Receiving tank measurements; or

(b) Calibrated meter (if the facility is so equipped).

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

**(iii) F.O.B. JUNCTION.** On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--

(A) Calibrated meter; or

(B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank gaugings.

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

**(3) DELIVERIES INTO OR BY RAIL TANK CAR.****(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Calibrated meter; or

(b) Weight, using calibrated scales; or

(c) The certified capacity table for the rail tank car.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

**(ii) F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

(A) The certified capacity table of the rail tank car received; or

(B) Weight, using calibrated scales; or

(C) Calibrated meter.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

**(4) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.****(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Certified capacity tables of the conveyance loaded; or

(b) Calibrated meter; or

(c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

**(ii) F.O.B. DESTINATION.**

(A) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

(a) Weight, using calibrated scales; or

(b) A calibrated meter on the receiving tank system.

(B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Calibrated meter;

(b) Certified capacity tables. The tables must be made available at the time of delivery;

(c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or

(d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales. If this method is used, the Government reserves the right to redetermine the quantity received at time of delivery by gauging the receiving tank before and after delivery.

**F1.09 (Cont'd)**(iii) **WATER BOTTOMS.**

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION.** Volume correction to gallons at 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.
- (2) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).
- (3) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS) Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/AASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.

(i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).

(ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).

(iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).

(iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.

(2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

**F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1996)**

(a) For deliveries when temperature compensating meters are used to determine quantity, the shipping document shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, subparagraph (b), the shipping document shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) For all other deliveries, the shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

**F3.02 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES  
(BULK/LUBES) (DFSC JUN 1996)  
[SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT]**

**F4 DELIVERY AND ORDERING PERIODS (DFSC AUG 1976)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

**FOR CONTRACTS AWARDED WITH A ONE YEAR DELIVERY PERIOD DURATION, THE ORDERING PERIOD WILL BE DATE OF AWARD THROUGH 31 MARCH 2000 AND THE DELIVERY PERIOD WOULD BE 01 APRIL 1999 THROUGH 30 APRIL 2000. FOR CONTRACTS AWARDED WITH A TWO YEAR DELIVERY PERIOD DURATION, THE ORDERING PERIOD WILL BE DATE OF AWARD THROUGH 31 MARCH 2001 AND THE DELIVERY PERIOD WOULD BE 01 APRIL 1999 THROUGH 30 APRIL 2001. FOR CONTRACTS AWARDED WITH A THREE YEAR DELIVERY PERIOD DURATION, THE ORDERING PERIOD WILL BE DATE OF AWARD THROUGH 31 MARCH 2002 AND THE DELIVERY PERIOD WOULD BE 01 APRIL 1999 THROUGH 30 APRIL 2002.**

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

**F14 SHIPMENT AND ROUTING (DFSC JUN 1990)**

(a) The Contractor shall make shipments of the supplies called for by this contract, or ordered hereunder, if this is an indefinite delivery contract, by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; provided, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR and by wire (Government rate collect) to Commander, Eastern Area, Military Traffic Management Command, ATTN: MTE-INR-O, Bayonne, NJ 07002. Any shortage or overage of tank cars shall be similarly reported.

(3) **PIPELINE, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the Quality Representative and to carrier's general office, or to home base or station, of such equipment.

(4) If the supplies are for the Defense Fuel Supply Center, also report in each case above to the Defense Fuel Region having jurisdiction over the territory in which shipment originates.

(c) If the supplies are to be delivered f.o.b. pipeline, barge, tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) The Contractor shall ship the supplies under Government Bills of Lading, which will be furnished or arranged for by the Defense Fuel Region placing orders, unless otherwise specified. If requested by the Government, the Contractor shall prepare Government Bills of Lading.

(2) The Contractor shall comply with transportation and routing instructions furnished by the Defense Fuel Region. Such instructions will include carrier names, routes, route order numbers, and other pertinent shipment information. The Contractor shall be responsible for the scheduling of commercial transport trucks to its plant in accordance with such routing instructions and consonant with the applicable order. All charges due to Contractor caused delays at the loading facility, including improper equipment scheduling, will be the responsibility of the Contractor.

(3) On f.o.b. destination items involving multiple car or truck load shipments, the Contractor shall assign one shipment number for shipments of Petroleum made on the same day, to the same destination, against the same contract line item.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice that shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges (where sea suction and overboard discharge valves exist), whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(f) (1) If Government-owned or leased tank cars are furnished, the Contractor will maintain records showing each day a car is received or forwarded by car number and will furnish this information to the Defense Fuel Regional Office upon receipt.

(2) Bottom outlet gaskets and manway cover gaskets, when required due to deterioration or loss, shall be furnished and applied to tank cars by the Contractor.

(3) The Contractor shall (i) inspect empty Government-owned tank cars located on the Contractor's premises and (ii) ship tank cars located on the Contractor's premises to repair facilities as directed by the Government.

**F14 (Cont'd)**

(g) Placards, as required by 49 CFR 172.506 and 49 CFR 172-508, shall be furnished and affixed to all tank cars and tank trucks by the Contractor unless placards are already affixed.

(h) The Contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel.

**F18 F.O.B. DESTINATION (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

**F29.02 CONTRACTOR ORDERING AGENTS (LUBES) (DFSC APR 1968)**  
***[SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT]***

**F42 ORDERS/DELIVERY TIME (LUBES) (DFSC FEB 1997)**

Orders issued under this contract may be verbal, but must be confirmed in writing within one day of issuance. For CONUS, delivery of product shall be completed by the date specified in the delivery order or seven calendar days after the order is received, whichever is later. For OCONUS, f.o.b. destination deliveries, delivery of product shall be completed by the date specified in the delivery order or 30 calendar days after the order is received, whichever is later.

**F51 SHIPMENT AND ROUTING (OVERSEAS) (DFSC NOV 1972)**

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(DFSC 52.247-9F12)

**F105 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each quantity specified in the delivery schedule.

(FAR 52.211-16)



**SECTION G****G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

**G3.01 PAYMENT DUE DATE (DFSC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DFSC OCT 1997)**  
***[SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT]*****G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997)**

(a) **METHOD OF PAYMENT.** Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term **EFT** refers to the funds transfer and may also include the information transfer.

**(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.**

(1) The Contractor is required, as a condition of any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) **CONTRACTOR'S EFT INFORMATION.** Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) **REQUIRED EFT INFORMATION.** The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payment only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly online to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

**G9.09 (Cont'd)****(e) SUSPENSION OF PAYMENT.**

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the PROMPT PAYMENT clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the PROMPT PAYMENT clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

**(f) CONTRACTOR EFT ARRANGEMENTS.** The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer under the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing transfers.

**(g) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

**(h) EFT AND PROMPT PAYMENT.**

(1) A payment shall be deemed to have been made in a timely manner in accordance with the PROMPT PAYMENT clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

**(i) EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the ASSIGNMENT OF CLAIMS clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

**(j) PAYMENT OFFICE DISCRETION.** If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

**(k) CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(FAR 52.232-33)

**G150.05 SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DFSC JUN 1996)****(a) CERTIFICATION OF RECEIPT.****(1) F.O.B. DESTINATION DELIVERIES.**

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) The receipt for f.o.b. destination fuel may be one of the following documents:

- (A) The DD Form 250, Material Inspection and Receiving Report;
- (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or
- (C) The DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for Commercial

Items.

**(2) F.O.B. ORIGIN DELIVERIES.**

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.

(iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.

(iv) The receipt for f.o.b. origin fuel may be one of the following documents:

- (A) The DD Form 250, Material Inspection and Receiving Report;
- (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(b) **SUBMISSION OF INVOICES BY MAIL.** Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DFSC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
 STOCK FUND DIRECTORATE  
 FUELS ACCOUNTING AND PAYMENT DIVISION  
 ATTN DFAS-CO-SFFB  
 PO BOX 182317  
 COLUMBUS OH 43218-6250

**(c) SUBMISSION OF INVOICES BY FACSIMILE.**

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) Contractors shall include their own fax number on each document transmitted.

(3) Fax number for invoices is **(614) 693-0670** (DFAS-CO-SF).

(4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice. Verification can be made by calling Customer Service (DFAS-CO-SF) at **(800) 453-5014**, or (614) 693-4994 between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. DFAS-CO-SF will not be held accountable for transmissions not received.

(5) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE - FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-CO-SF specifically requests it.

**(d) SUBMISSION OF INVOICES ELECTRONICALLY.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DFSC funds by DFSC Columbus, OH.

**G150.05 (Cont'd)**

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DFSC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

(3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DFSC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(e) **SUBMISSION OF INVOICES BY COURIER.**

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE  
FUELS ACCOUNTING AND PAYMENTS  
DFAS-CO-SFF  
4280 EAST FIFTH AVENUE BLDG 6  
COLUMBUS OH 43219

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

(f) **NOTES.**

(1) Invoices will reflect quantities in **whole** numbers.

(2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(3) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

**SECTION H****H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DFSC JAN 1997)**

(a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (d) below.

(b) The Contractor agrees to submit, within 72 hours of delivery, the shipping data specified in (d) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car. In addition to f.o.b. origin shipments, the Contractor also agrees to submit such information on all other shipments to areas under the responsibility of Defense Fuel Region (DFR) West. Data specified shall be submitted to the appropriate DFR listed below:

**AREA OF LIFT (SHIPMENT)****DFO ADDRESS AND TELEPHONE NUMBER**

Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia

Defense Fuel Office - Fort Dix  
5654 Cambridge Street  
Fort Dix, NJ 08640-5000  
TELEPHONE: 609-562-2074/2075  
FAX: 609-562-6158  
DSN (FAX): 944-6158

Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin, and Wyoming

Defense Fuel Office - St. Louis  
66 Sherman Road  
Jefferson Barracks  
St. Louis, MO 63125-1513  
TELEPHONE: 314-260-8786/8787  
DSN: 490-8786/8787  
FAX: 314-260-8796  
DSN (FAX): 490-8796

Alabama, Arizona, Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Bolivia, Caribbean Area, Colombia, El Salvador, Honduras, Mexico, Puerto Rico, and West Indies

Defense Fuel Office - Houston  
2320 La Branch Street, Suite 1005  
Houston, TX 77004-1091  
TELEPHONE: 713-783-3895  
DSN: 940-1371  
FAX: 713-718-3891

California, Idaho, Montana, Nevada, Oregon, Utah, and Washington

Defense Fuel Office - Los Angeles  
3171 N. Gaffey Street  
San Pedro, CA 90731-1099  
TELEPHONE: 310-335-3090  
DSN: 972-3090  
FAX: 310-335-3098

Alaska and Aleutians

Defense Fuel Office Alaska  
Elmendorf AFB, AK 99506-5000  
TELEPHONE: 907-552-3760/2857/4650  
TWX: 907-753-0517

**H19.02 (Cont'd)****(c) OVERSEAS AREA OF RESPONSIBILITY (INCLUDING ALASKA AND HAWAII):**

<u>AREA</u>	<u>FOOTNOTE</u>	<u>AREA</u>	<u>FOOTNOTE</u>
Afghanistan	2	Marianas	3
Africa (except countries assigned to DFR Middle East)	1	Mediterranean Sea countries	1
Alaska	3	New Zealand	3
Australia	3	Oman	2
Bahrain	2	Pakistan	2
Burma	3	Philippines	3
Djibouti	2	Qatar	2
East Indies	3	Ryukyu Islands	3
Egypt	2	Saudi Arabia	2
Ethiopia	2	Somalia	2
Europe (continental)	1	South Pacific Islands	3
Hawaii	3	Sri Lanka	3
Indian Ocean countries	3	Sudan	2
Japan	3	Taiwan	2
Jordan	2	Thailand	3
Kenya	2	Turkey	1
Korea	3	United Arab Emirates	2
Kuwait	2	United Kingdom	1
Malaya	3	Yemen	2

**FOOTNOTES:**

1. DFR Europe (DFR-E)  
American Arms Hotel  
August STR 6 Box 224  
65189 Wiesbaden, Germany

Phone:  
COM 49-611-380-7666  
FAX 011 49-611-380-7412

2. DFR Middle East (DFR-ME)  
PSC 451, Box 386  
FPO AE 09834-0386

Phone: Awali, Bahrain  
DSN (318) 439-4650  
COM 011 973-724650  
FAX 011 973-724670

3. DFR Pacific (DFR-P)  
Box 64110  
Camp H M Smith HI 96861-4110

Phone: COM (808) 477-6692  
FAX (808) 477-5710

(d) In order of preference, shipment data may be submitted via facsimile (FAX), mail, telephone, or TWX/TELEX.

(1) If the FAX method is used, the Contractor shall transmit one copy of the signed DD Form 250, Material Inspection and Receiving Report.

(2) If the FAX method is NOT used, AND the normal mailing time DOES NOT EXCEED 72 hours, the Contractor may submit one copy of the signed DD Form 250 by mail.

(3) If the FAX method is NOT used and the normal mailing time EXCEEDS 72 hours, the Contractor shall extract the data specified below from the applicable DD Form 250 for submission via telephone or TWX/TELEX. Submission of data via these methods shall be confirmed by a signed copy of the DD Form 250, received by the cognizant DFR within 14 days of the f.o.b. origin delivery.

**H19.02 (Cont'd)**

<b>DATA</b>	<b>DD FORM 250 BLOCK NO./DATA</b>
A. National stock number	16 Enter as cited
B. Quantity	17 Enter as cited
C. Contract number	1 Enter as cited
D. Contract line item number	15 Enter as cited
E. Shipment number/SUPAAC	2 Enter as cited
F. Day commenced loading/pumping	16 Enter for pipeline, if cited
G. Bill of lading (B/L) number	4 Enter as cited, for f.o.b. origin shipments only
H. Delivery order number	1 Enter as cited
I. Final shipment indicator	2 Enter, if cited, after "Shipment No."
J. Product Shipment Day	3 Enter as cited, for f.o.b. origin shipments only
K. Product receipt day	22 Enter as cited, for other than f.o.b. origin shipments
L. Mode of shipment	4 Enter as cited

(4) For those Contractors that are authorized Alternate Release Procedures on f.o.b. origin shipments, the unsigned DD Form 250 shall be sent to the applicable DFR in lieu of the signed copy referenced in (1), (2) and (3) above.

## SECTION I

### **II.01-1 DEFINITIONS (DESC FEB 1998)**

As used throughout this contract, the following terms shall have the meanings set forth below.

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché Officer; (17) the authorized ship manager (contractor) for the Maritime Administration who is ordering ships' bunkers on behalf of Maritime Administration vessels; (18) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting government vessel.

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.

(DESC 52.202-9F01)

### **II.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.



**11.07 (Cont'd)**

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://ccr.edi.disa.mil>.

(DFARS 252.204-7004)

**11.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  
(JAN 1997)**

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

**12.05 CHANGES - FIXED-PRICE (AUG 1987)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1)

**I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)**

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess repurchase costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action**, as used herein, means the termination for cause, including any associated repurchase effort, involving--
  - (1) Any single order or any group of orders terminated together;
  - (2) Any item or group of items terminated together; or
  - (3) The entire contract.

**I11.04 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

**I14 QUALIFICATION REQUIREMENTS (FEB 1995)**  
***[SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT]***

**I27 GRATUITIES (APR 1984)**

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
  - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
  - (1) To pursue the same remedies as in a breach of the contract; and
  - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

**I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)**

(a) As used in this clause--

**Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

**All applicable Federal, State, and local taxes and duties** means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

**After-imposed tax** means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

**After-relieved tax** means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F02)

**I28.02-1 FEDERAL, STATE, AND LOCAL TAXES/FEEs EXCLUDED FROM CONTRACT PRICE (DESC AUG 1997)**

(a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

(1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

FET PER GALLONPERCENTAGE OF ALCOHOL

\$0.184

0.0% up to but not including 5.7%

\$0.1532

5.7% up to but not including 7.7%

\$0.1424

7.7% up to but not including 10%

\$0.130

10% and above

(2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should not be included on the Contractor's invoice since all fuel is intended for exempt uses.

(3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.

(4) **DIESEL FUEL.**

(i) **UNDYED DIESEL FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(iii) **F76.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice as a separate item for F76 since F76 is excluded from the definition of diesel fuel under Internal Revenue Service regulation 26 CFR Section 48.4081-1.

(5) **JET FUEL.** The FET of \$0.219 per gallon should not be included on the Contractor's invoice since all fuel is intended for exempt uses. **A Contractor not permitted by IRS regulations to sell fuel tax free should state that in its offer.**

**I28.02-1 (Cont'd)**

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(e) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

(f) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(g) **LICENSES.** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F03)

**I28.03-1 TAX EXEMPTION CERTIFICATES (DESC MAR 1989)**

(a) **FEDERAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal excise tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.

(b) **STATE AND LOCAL TAXES.** Contractor's requests for tax exemption certificates covering any State and local tax excluded from the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.

(c) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (c) will be issued by the Ordering Officer.

(DESC 52.229-9F09)

**I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)**

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States, its possessions, and Puerto Rico, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Country concerned," as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

"Tax" and "taxes," as used in this clause, include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," as used in this clause, means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," as used in this clause, means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

**I28.21 (Cont'd)**

"Excepted tax," as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

**I33 INTEREST (JUN 1996)**

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

**I81 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the expiration of the ordering period. (FAR 52.216-22)

**I85 ORDERING (MULTIPLE AWARDS) (DFSC AUG 1990)**

In the event multiple awards to two or more suppliers are made for any one item, the Government may choose between any of the Contractors in placing any particular order. However, the Government will make every effort to allocate successive orders to maintain as close a balance as is reasonably practicable between the total quantities ordered from all Contractors.

(DFSC 52.216-9F13)

**I86.05 DELIVERY-ORDER LIMITATIONS (LUBES) (DFSC JUL 1991) (REV 1)**

(a) **MINIMUM ORDER.** When the Government requires supplies or services covered by this contract in an amount less than the minimum quantity applicable to the method of delivery called for by the items(s) as specified elsewhere in this contract, the Government shall not be obligated to purchase, nor the Contractor obligated to furnish, any supplies or services under this contract.

(b) **MAXIMUM ORDER.** The Contractor shall not be obligated to honor, except at its option, an order that exceeds the maximum quantity applicable to the method of delivery called for by the line item, as specified in the Schedule of this contract; provided, however, if this contract does not specify a maximum order quantity in the Schedule, then the Contractor shall not be obligated to honor, except at its option, any order which exceeds the total quantity of any one Item Number designated in the Schedule; however, the maximum quantity which may be ordered and which the Contractor may honor is the quantity set forth in paragraph (c) of the SCOPE OF CONTRACT clause.

(c) Notwithstanding the foregoing, the Contractor shall not honor any order that exceeds the maximum order limitation set forth above or any order, which in the aggregate with previous orders, exceeds the maximum order limitation set forth above. If the maximum order limitations are exceeded, the order or orders that exceed the maximum limitations shall be returned to the issuing office within 10 days from the date of issue thereof, together with written notice of intent not to make shipment of the items called for and the reasons therefor.

(DFSC 52.216-9F07)

**I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (AUG 1998)**

(a) **Failure to make a good faith effort to comply with the subcontracting plan**, as used in this subpart, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

**1171.07 (Cont'd)**

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that Government may have.

(FAR 52.219-16)

**1179 ALLOCATION (DFSC JUL 1995)**

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, **PROVIDED--**

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

(1) Accept an updated pro rata reduction as outlined in (a) above;

(2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or

(3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

(1) The law, regulation, or order, furnishing copies of the same;

(2) The authority under which it is imposed; and

(3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Fuel Supply Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DFSC 52.249-9F01)

**I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DFSC MAY 1978)**

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DFSC 52.223-9F05)

**I186.01 OIL SPILLS - CONTRACTOR RESPONSIBILITY (DESC FEB 1998)**

(a) This clause supplements paragraph (b) of the PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION clause.

(b) As part of the Contractor's responsibility for the containment, cleanup, and disposal of any oil it spilled, the Contractor, within 5 days of the spill, shall provide to the Contracting Officer, in writing, the suggested disposal method, proposed disposal location, qualifications of waste transporters and disposers, and final certificates of destruction or manifests. If additional information concerning these matters becomes available at a later time, the Contractor shall provide the Contracting Officer with a supplemental report.

**I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DFSC MAR 1996)**

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.



**I211 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from:

**FOR CONTRACTS AWARDED WITH A ONE YEAR DELIVERY PERIOD DURATION, THE ORDERING PERIOD WILL BE DATE OF AWARD THROUGH 31 MARCH 2000 AND THE DELIVERY PERIOD WOULD BE 01 APRIL 1999 THROUGH 30 APRIL 2000. FOR CONTRACTS AWARDED WITH A TWO YEAR DELIVERY PERIOD DURATION, THE ORDERING PERIOD WILL BE DATE OF AWARD THROUGH 31 MARCH 2001 AND THE DELIVERY PERIOD WOULD BE 01 APRIL 1999 THROUGH 30 APRIL 2001. FOR CONTRACTS AWARDED WITH A THREE YEAR DELIVERY PERIOD DURATION, THE ORDERING PERIOD WILL BE DATE OF AWARD THROUGH 31 MARCH 2002 AND THE DELIVERY PERIOD WOULD BE 01 APRIL 1999 THROUGH 30 APRIL 2002.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

**I211.02 ORDERING (DFSC JAN 1991)**

(d) For product funded and paid for by the Defense Logistics Agency, the Contractor will be furnished with a document entitled "Source Identification and Ordering Authorization." This document is for planning purposes only and does not constitute an order under the contract. This document will also indicate the activity(ies) authorized to place orders under this contract. This document does not in any manner modify or limit Contractor's obligation to deliver pursuant to properly placed orders as provided in the contract.

(DFSC 52.216-9F12)

**I237 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUL 1996)**

(a) **DEFINITION.** **Small business concern**, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) **GENERAL.**

(1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected Contractor(s).

(4) The Contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(c) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic form. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-7)

**I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS  
(ALT I)(OCT 1998)  
[SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT]**

**I285 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT  
OF A TERRORIST COUNTRY (MAR 1998)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(DFARS 252.209-7004)

**SECTION J****LIST OF DOCUMENTS, EXHIBITS & OTHER ATTACHMENTS**

OFFER SUBMISSION PACKAGE	ATTACHMENT 1
SF1449 - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	ATTACHMENT 2
DFSC FORM 1	ATTACHMENT 3
REQUEST FOR ASSIGNMENT OF COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	ATTACHMENT 4

**SECTION K****K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Systems.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.204-6)

**K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)**

*[SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT]*

**K33.01 AUTHORIZED NEGOTIATORS (DFSC JAN 1998)**

*[SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT]*

**K45.01 FACSIMILE OR ELECTRONIC INVOICING (DFSC JAN 1998)**

*[SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT]*

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

**K85 (Cont'd)**

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**K86 FOREIGN TAXES (DFSC JUN 1987)**

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DFSC 52.229-9F16)

**SECTION L****L2.07 EVIDENCE OF RESPONSIBILITY (DFSC JAN 1998)**

(a) Any offeror not performing a significant portion of the contract with its own facilities and personnel may be determined by the Contracting Officer to be nonresponsible.

(b) If the offeror's source of supply is a firm or refinery independent of the offeror, the offeror shall submit evidence of a supply commitment from such source(s) when submitting its offer under this solicitation. Evidence of supply commitments must extend to the subcontracting level at which the product is produced.

(c) Such evidence may be in the form of a signed copy of the contract between the offeror and its supplier or in the form of a contingency letter from the supplier or other satisfactory documentation. In any event, such evidence of agreement shall clearly identify--

- (1) The volumes to be supplied;
- (2) The specification(s) of product(s) to be supplied;
- (3) The points of delivery and period of contract performance;
- (4) The escalation provision(s) applicable to products to be supplied; and
- (5) The supplier's delivery and inspection terms and conditions.

(d) If the offeror changes its source of supply, such change must be made no later than the time specified for the submission of Final Revised Proposals. A notice of a change in the offeror's source of supply must include the documentation set forth in (c) above.

(e) Failure to comply with the above provisions may result in a determination of nonresponsibility by the Contracting Officer.

**L2.09 EVIDENCE OF RESPONSIBILITY (OPERATING CRITERIA) (DFSC JAN 1998)**

(a) To be determined responsible, an offeror must designate, as a source of supply for performance under any resulting contract, a refinery that is operating at the time the offeror submits its Final Revised Proposal. An operating refinery is a refinery that is producing petroleum products.

(b) The evidence of responsibility required by this provision is in addition to the responsibility criteria set forth in FAR 9.104.

**L2.11-2 FACSIMILE PROPOSALS (OCT 1997)**

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is **(703) 767-8506**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror;

and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

**L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD**

(a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.

(b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest, it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)

(c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.

(d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

**L74 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT** contract resulting from this solicitation.

(FAR 52.216-1)

**L95 AGGREGATE OR TIE-IN OFFERS WITHIN THE SOLICITATION (DFSC APR 1984)**

(a) Offerors may submit offers on an aggregate or a tie-in basis with other line items in the solicitation. Such aggregate or tie-in offers may be responsive so long as--

(1) Offers are not tied to awards on other solicitations;

(2) A unit price is offered for each line item offered; and

(3) When items are identified in the Schedule as "stand-by" requirements, these items are not included in the aggregate or tie-in portion of the offer.

(b) Examples of acceptable aggregate or tie-in offers are as follows:

(1) An offeror may offer on a large line item (for which a unit price is specified) and specify that the award of one or more other line items is contingent upon receiving the award of a large item.

(2) An offeror may offer unit prices against several items as a group with the stipulation that if he receives award for all the items in the group he will reduce his offer prices on any or all of the items in the group by a specified amount per gallon.

(3) An offeror may offer unit prices on several items as a group with the stipulation that if he receives award on a specified minimum number of gallons or more from among the items in the group it will reduce its offer prices on any or all of the items so awarded from the group by a specified amount per gallon.

(c) In the event the Government's quantity requirements are reduced and the reduction(s) affect item(s) included in an offer made pursuant to this clause, the aggregate or tie-in offer will nevertheless be considered for award provided the aggregate reduction does not exceed 10 percent of the estimated quantities listed in the Schedule.

(DFSC 52.214-9F01)

**L96 ADMINISTRATION OF THE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PROGRAM CLAUSES (DFSC MAY 1996)**

The SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PROGRAM clauses contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DFSC 52.242-9F06)

**L115 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)**

Offers are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

(FAR 52.247-45)

**L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DFSC JAN 1998)**

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DFSC 52.252-9F01)

**L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter CAGE before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)



**SECTION M****M4.01 RIGHT TO APPLY F.O.B. ORIGIN OFFER (DESC JAN 1976)**

The Government reserves the right to apply an f.o.b. origin offer against any destination item for the same product.

**M10 EVALUATION - ALL OR NONE (DESC AUG 1970)**

A solicitation containing or accompanied by terms inserted by the offeror that tie one item to another (i.e., "If awarded Item 0020 we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers or proposals for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated on the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered.

(DESC 52.215-9F02)

**M11 EVALUATION - F.O.B. ORIGIN (APR 1984)**

Land methods of transportation by regulated common carrier are the normal means of transportation used by the Government for shipment within the United States (excluding Alaska and Hawaii). Accordingly, for the purpose of evaluating offers, only these methods will be considered in establishing the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is applicable) in the United States (excluding Alaska and Hawaii). This transportation cost will be added to the offer price in determining the overall cost of the supplies to the Government. When tentative destinations are indicated, they will be used only for evaluation purposes, the Government having the right to use any other means of transportation or any other destination at the time of shipment. (FAR 52.247-47)

**M19.02 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC APR 1984)**

(a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT (EPA) clause.

(b) Increases or decreases in the reference price, to which offered prices are tied for escalation pursuant to the EPA clause, will be considered in the evaluation of offers up to the time of award, with or without notice of such changes from the offeror.

(c) Awards will be made on the basis of the unit prices offered, adjusted to reflect any changes in the latest available reference prices to the date of award. After award, all changes in offered prices shall be in accordance with the EPA clause of the contract.

(DESC 52.215-9F18)

**M41 EVALUATION OF OFFERS - TRANSPORTATION RATES AND RELATED COSTS (DESC JUN 1993)**

(a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals. The best available transportation rates and related costs in effect on or to become effective prior to the expected date of initial shipment and on file or published at the date of the bid opening or initial proposal due date shall be used in the evaluation. However, when transportation rates and related costs that cover the traffic are filed or published after the bid opening or initial proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be so identified and shall be used in the evaluation.

(b) For purposes of evaluating offers, reductions in transportation rates offered by carriers under Section 10721 of the Interstate Commerce Act or similar reductions offered under applicable state laws or regulations will be considered only when the application for such reduction is received by the cognizant Government agency prior to the date set for opening/closing of offers under this solicitation.

(c) If the offeror desires to guarantee a rate other than that covered in (a) and (b) above, such rate shall be considered in the evaluation of offers and shall become a part of any resultant contract.

(d) When Government property is to be furnished and shipped by the Government under a contract to a point specified by the prospective supplier in its bid or proposal, transportation costs shall be a cost factor in the evaluation of bids or proposals.

**M65 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (LUBES) (DESC MAR 1976)**

Notwithstanding the provisions of the clause entitled ECONOMIC PRICE ADJUSTMENT – PRICE INDEX, offers shall be evaluated on the basis of quoted prices without an amount for economic price adjustment being added. Offers which provide for a ceiling lower than that stipulated, if a ceiling is stipulated in the clause, will also be evaluated on this basis but a resultant award will be made at the lower ceiling. Offers which provide for adjustment that may exceed the maximum adjustment stipulated, if a maximum is stipulated in the clause, or which limit or delete the downward adjustment, if a downward adjustment is stipulated in the clause, may be rejected.

(DESC 52.216-9F41)

**M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)**

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

(1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or

(2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.